

### **REMARKS**

Claims 1-16 and 18-32 are currently pending in the subject application and are presently under consideration. Independent claim 1 has been amended as shown at page 2.

Despite the fact that applicants' representative believes that the claims are distinguishable over the prior art, applicants' representative has nevertheless amended claim 1 to further clarify the distinctions in order to advance prosecution and progress this case on to allowance. Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

#### **I. Rejection of Claims 1, 6, and 30 Under 35 U.S.C. §103(a)**

Claims 1, 6, and 30 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Beckwith *et al.* (US 6,330,598) in view of Kortizinsky *et al.* (US 6,272,469). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Beckwith *et al.* and Kortizinsky *et al.* do not disclose each and every feature of the subject invention as recited in the subject claims.

A factfinder should be aware, of course, of the distortion caused by hindsight bias and must be cautious of arguments reliant upon *ex post* reasoning. See *KSR v. Teleflex*, 550 U.S. \_\_\_, 127 S. Ct. 1727 (2007) citing *Graham v. John Deere Co. of Kansas City*, 383 U. S. 1, 36 (warning against a "temptation to read into the prior art the teachings of the invention in issue" and instructing courts to "'guard against slipping into the use of hindsight'" (*quoting Monroe Auto Equipment Co. v. Heckethorn Mfg. & Supply Co.*, 332 F. 2d 406, 412 (CA6 1964))).

The subject claims relate to verification of permission for an entity to access objects in multiple entity shared environment. For example, in a subscription and billing system, where multiple tenants have data stored in a shared database, access to data and objects can be restricted such that a first tenant does not have access to data or objects accessible by a second tenant. There may also be objects that both tenants can access. Furthermore, a first entity can be prevented from stealing a second entity's customers by preventing access to an object that supports conversion of subscription types between entities. In particular, independent claim 1 recites *a platform component that receives a request to access an object by a first entity, wherein*

*the first entity is attempting to convert a subscription from a second type of a second entity to a type of the first entity; a data store that stores security information on classes of the objects, wherein the security information includes a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object to convert the subscription from the second type to the first type, wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API when the security parameter indicates that the first entity is permitted to convert the subscription from the second type to the first type.*

The subject claim recites features related to a security parameter that restricts a tenant from converting a subscription from a second type associated with another tenant to a first type associated with them self. This is a novel feature that prevents one vendor from converting another vendor's subscription to their own subscription type. For example, in the telephone industry long distance companies have been known to convert a telephone customer's phone line to employ their long distance service over the one selected by the customer without the customer's permission. This has been a significant problem termed "slamming" which allows long distance companies to effectively steal another long distance company's customers. Moreover, the customer isn't notified when it occurs and only finds out later when they review their phone bill.

As conceded in the Office Action dated February 2, 2009 at page 4, lines 5-11, Beckwith, *et al.* fails to teach this feature of the claim. The cited reference discloses a global service management system for a telecommunication company. The communications network employs a plurality of signal control points provided by a plurality of vendors to manage the communication services. Traditionally, the vendors provide their own software for managing their signal control points. These vendor provided tools are not compatible with each other, which creates a problem when a customer of the telecom company wants to add, modify, and delete services. The changes must be made using each of the vendors provided software tools for each signal control point. Beckwith, *et al.* provides a unified interface for a telecom employee to propagate the updates to the vendor provided tools. The sections of the reference

cited in the Office Action merely make reference to adding, modifying, and deleting services, which is done by the employee of the telecom. All security checks are done based upon the employee making the change. The cited reference is describing a single entity telecommunications company managing their own network service offering. The reference is silent regarding *a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object to convert the subscription from the second type to the first type, wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API when the security parameter indicates that the first entity is permitted to convert the subscription from the second type to the first type.* Kortizinsky *et al.* is cited to make up for this deficiency of Beckwith, *et al.* However, Kortizinsky *et al.* also fails to disclose or suggest this feature of the subject claim. The cited reference discloses a system for downloading new protocols for operating a medical diagnostic imaging system. These protocols are offered by the imaging system manufacturer as service offerings. The company that has purchased the imaging system chooses the services which they would like to subscribe. Cited columns 21-23 of the reference discuss the process of verifying which services are required to perform the protocol and updating the subscriber's account with the service offerings. The master copy of the subscriber's service subscriptions are maintained at a server. Column 22, lines 44-50 discloses that a check is made to verify that unauthorized changes have not been made to the subscriber's data locally at the imaging machine. If the changes are detected, the server upgrades the local data to conform to the server data. The reference fails to discuss a multi-vendor environment. Furthermore, the cited columns are silent regarding the specific security parameter recited in the subject claim that controls a first entity from switching a customer's subscription from a type of a second entity to a type of the first entity. As such, Beckwith *et al.* and Kortizinsky *et al.* fail to disclose or suggest all of the features of claim 1.

Independent claim 30 recites *means for authenticating a first entity attempting access to an online billing and service, wherein the first entity is attempting to convert a subscription from a second type of a second entity to a type of the first entity; means for authorizing the first*

*entity to convert the subscription from a second type of a second entity to a type of the first entity upon verifying at least one security parameter, wherein the at least one security parameter includes a security parameter indicates allow ability of the first entity to convert the subscription from the second type to the first type.* As discussed *supra*, Beckwith *et al.* and Kortizinsky *et al.* fail to disclose the security parameter also recited in claim 30.

In view of the foregoing, applicants' representative respectfully submits that Beckwith, *et al.* and Kortizinsky *et al.*, alone or in combination, fail to disclose or suggest all features of independent claims 1 and 30 (and claim 6 that depends there from), and thus fails to make obvious the subject claims. Accordingly, withdrawal of this rejection is respectfully requested.

## **II. Rejection of Claims 2, 3, and 5 Under 35 U.S.C. §103(a)**

Claims 2, 3, and 5 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Beckwith *et al.* (US 6,330,598) in view of Kortizinsky *et al.* (US 6,272,469) in further view of Cheng (US 7,096,491). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Beckwith *et al.*, Kortizinsky *et al.*, and Cheng do not disclose each and every feature of the subject invention as recited in the subject claims.

Claims 2, 3, and 5 depend from independent claim 1. As discussed above, Beckwith *et al.*, Kortizinsky *et al.* fail to disclose or suggest all limitations of independent claim 1, and Cheng fails to make up for the deficiencies of these references with respect to this independent claim. The cited reference discloses a system for managing access rights to subscriptions of applications. However, the access rights are related to a particular user accessing a subscribed application for them self. Cheng does not disclose a security parameter for controlling a first entity from converting a subscription from the second type of a second entity to the first type of the first entity. Thus, Beckwith *et al.*, Kortizinsky *et al.*, and Cheng do not disclose *a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object to convert the subscription from the second type to the first type, wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API*

*when the security parameter indicates that the first entity is permitted to convert the subscription from the second type to the first type* as recited in claim 1.

Accordingly, applicants' representative respectfully submits that Beckwith *et al.*, Kortizinsky *et al.*, and Cheng, alone or in combination, fail to disclose or suggest all features as recited in independent claim 1 (and claims 2, 3, and 5 that depend there from), and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

### **III. Rejection of Claim 8 Under 35 U.S.C. §103(a)**

Claim 8 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Beckwith *et al.* (US 6,330,598) in view of Kortizinsky *et al.* (US 6,272,469) in further view of Higley *et al.* (US 5,913,025). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Beckwith *et al.*, Kortizinsky *et al.*, and Higley *et al.* do not disclose each and every feature of the subject invention as recited in the subject claims.

Claim 8 depends from independent claim 1. As discussed above, Beckwith *et al.*, Kortizinsky *et al.* fail to disclose or suggest all limitations of independent claim 1, and Higley *et al.* fails to make up for the deficiencies of these references with respect to this independent claim. Higley *et al.* discloses a system that allows for proxy authentication when accessing objects. However, this reference is also silent regarding a security parameter for controlling a first entity from converting a subscription from a second type of a second entity to a first type of the first entity. Therefore, Beckwith *et al.*, Kortizinsky *et al.*, and Higley *et al.* do not disclose *a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object to convert the subscription from the second type to the first type, wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API when the security parameter indicates that the first entity is permitted to convert the subscription from the second type to the first type* as recited in claim 1.

For these reasons, applicants' representative respectfully submits that Beckwith *et al.*, Kortizinsky *et al.*, and Higley *et al.*, alone or in combination, fail to disclose or suggest all

features as recited in independent claim 1 (and claim 8 that depends there from), and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

#### **IV. Rejection of Claims 4, 7, and 13-16 Under 35 U.S.C. §103(a)**

Claims 4, 7, and 13-16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Beckwith *et al.* (US 6,330,598) in view of Kortizinsky *et al.* (US 6,272,469) in further view of Corrigan *et al.* (US 6,640,097). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Beckwith *et al.*, Kortizinsky *et al.*, and Corrigan *et al.* do not disclose each and every feature of the subject invention as recited in the subject claims.

Claims 4, 7, and 13-16 depend from independent claim 1. As discussed above, Beckwith *et al.*, Kortizinsky *et al.* fail to disclose or suggest all limitations of independent claim 1, and Corrigan *et al.* fails to make up for the deficiencies of these references with respect to this independent claim. As conceded in the Office Action dated February 2, 2009 at page 20, lines 14-18, Corrigan *et al.* does not disclose ***a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type.*** The reference is concerned with WAP provisioning and is silent regarding a security option that prevents partners from stealing each other's customers by preventing conversion of a subscription from a type of a second partner to a type of a first partner. The Office Action cites column 2, lines 5-7 and column 3, lines 19-24 of Corrigan, *et al.* as teaching this feature. On the contrary, column 2, lines 5-7 merely states a service conversion platform is provided and column 3, lines 19-24 merely describes a subscribers access rights to subscribed services. The sections are silent regarding a specific security parameter for restricting a first partner from converting a subscription from second partner's type to the first partner's type. As such, Beckwith *et al.*, Kortizinsky *et al.*, and Corrigan *et al.* do not disclose ***a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object to convert the subscription from the second type to the first type, wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API when the security parameter***

*indicates that the first entity is permitted to convert the subscription from the second type to the first type* as recited in claim 1.

Therefore, applicants' representative respectfully submits that Beckwith *et al.*, Kortizinsky *et al.*, and Corrigan *et al.*, alone or in combination, fail to disclose or suggest all features as recited in independent claim 1 (and claims 4, 7, and 13-16 that depend there from), and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

**V. Rejection of Claims 9-12 Under 35 U.S.C. §103(a)**

Claims 9-12 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Beckwith *et al.* (US 6,330,598) in view of Kortizinsky *et al.* (US 6,272,469) in further view of Garg *et al.* (US 6,289,458). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Beckwith *et al.*, Kortizinsky *et al.*, and Garg *et al.* do not disclose each and every feature of the subject invention as recited in the subject claims.

Claims 9-12 depend from independent claim 1. As discussed above, Beckwith *et al.*, Kortizinsky *et al.* fail to disclose or suggest all limitations of independent claim 1, and Garg *et al.* fails to make up for the deficiencies of these references with respect to this independent claim. Garg, *et al.* discloses a system for managing access rights to objects, as well as, individual or sets of properties and objects within an object. However, the cited reference is silent *a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object to convert the subscription from the second type to the first type, wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API when the security parameter indicates that the first entity is permitted to convert the subscription from the second type to the first type* as recited in claim 1.

As such, applicants' representative respectfully submits that Beckwith *et al.*, Kortizinsky *et al.*, and Garg *et al.*, alone or in combination, fail to disclose or suggest all features as recited in independent claim 1 (and claims 9-12 that depend there from), and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

**VI. Rejection of Claims 18-29 Under 35 U.S.C. §103(a)**

Claims 18-29 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Corrigan *et al.* (US 6,640,097) in view of Beckwith *et al.* (US 6,330,598). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan, *et al.* and Beckwith, *et al.* do not suggest each and every element as recited in the subject claims.

Independent claim 18 recites *storing one or more security options in a database, the security options related to an automated billing and provisioning system, wherein the security options include at least conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security option indicates allow ability of the second tenant to convert the subscription type from the first type to the second type*. The subject claim recites security features that support restricting conversion of a subscription from a first type associated with a first tenant to a second type associated with a first tenant. This prevents one tenant from stealing another tenant's customers by converting their subscription. As conceded in the Office Action dated February 2, 2009 at page 4, lines 5-11 with respect to Beckwith *et al.* and at page 20, lines 14-18 with respect to Corrigan *et al.*, the cited references do not disclose a security parameter that indicates allow ability of the first entity to convert the subscription from the second type to the first type. As such, along with the above discussions regarding cited sections of these references, Beckwith, *et al.* and Corrigan *et al.* are also silent regarding *a security option which include at least conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security option indicates allow ability of the second tenant to convert the subscription type from the first type to the second type* as recited in the subject claim.

In view of the foregoing, applicants' representative respectfully submits that Corrigan, *et al.* and Beckwith, *et al.*, alone or in combination, fail to disclose or suggest all limitations of independent claim 18 (and claims 19-29 that depend there from), and thus fails to make obvious the subject claims. Accordingly, withdrawal of this rejection is respectfully requested.

**VII. Rejection of Claims 31 and 32 Under 35 U.S.C. §103(a)**

Claims 31 and 32 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Corrigan *et al.* (US 6,640,097) in view of Beckwith *et al.* (US 6,330,598). Based upon the details of the rejection, it is believed that this rejection was intended to be with respect to



Corrigan *et al.* (US 6,640,097) in view of Kortizinsky *et al.* (US 6,272,469). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan, *et al.*, Beckwith, *et al.*, and Kortizinsky *et al.* do not disclose each and every element as recited in the subject claims.

Independent claim 31 recites *a security parameter packet inherited by a business object to facilitate access to a subscription platform database, wherein the security parameter packet includes at least a security parameter for conversion of a subscription of a subscriber from a second type associated with a second partner to a first type associated with the first partner, wherein the security parameter indicates allow ability of the first partner to convert the subscription from the second type to the first type.* Furthermore, Independent claim 32 recites *at least one security field indicating global security parameters in a subscription platform database, wherein the global security parameters include at least a security parameter for conversion of a subscription of a subscriber from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security parameter for conversion indicates allow ability of the second tenant to convert the subscription from the first type to the second type; at least one object field associated with an account in the database; and at least one class field to associate the security field and the object field.* As discussed *supra*, Corrigan, *et al.*, Beckwith, *et al.*, and Kortizinsky *et al.* fail to disclose or suggest a security parameter for conversion of a subscription of a subscriber from a second type associated with a second partner to a first type associated with the first partner, wherein the security parameter indicates allow ability of the first partner to convert the subscription from the second type to the first type as recited in independent claim 31 and similarly recited in independent claim 32.

Therefore, applicants' representative respectfully submits that Corrigan, *et al.*, Beckwith, *et al.*, and Kortizinsky *et al.*, alone or in combination, fail to disclose or suggest all limitations of independent claims 31 and 31, and thus fails to make obvious the subject claims. Accordingly, withdrawal of this rejection is respectfully requested.

**CONCLUSION**

The present application is believed to be in condition for allowance in view of the above comments and amendments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063 [MSFTP502US].

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicants' undersigned representative at the telephone number below.

Respectfully submitted,

AMIN, TUROCY & CALVIN, LLP

/Nilesh S. Amin/

Nilesh S. Amin

Reg. No. 58,407

AMIN, TUROCY & CALVIN, LLP  
57<sup>TH</sup> Floor, Key Tower  
127 Public Square  
Cleveland, Ohio 44114  
Telephone (216) 696-8730  
Facsimile (216) 696-8731